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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS **AND** **SPECIAL PROVISIONS**

FOR CONSTRUCTION ON STATE HIGHWAY IN
SANTA CLARA COUNTY IN MILPITAS FROM 0.3 km SOUTH TO 0.1 km NORTH OF DIXON LANDING
ROAD OVERCROSSING

DISTRICT 04, ROUTE 880

For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor
Surcharge and Equipment Rental Rates.

CONTRACT NO. 04-285514
04-SCI-880-16.5/16.8

Federal Aid Project
ACIM-880-1(044)14 E

Bids Open: June 28, 2000
Dated: May 30, 2000

IMPORTANT SPECIAL NOTICES

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SPECIAL NOTICE

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This project includes, but is not limited to, the following special requirements:

The contract shall be executed by the successful bidder and shall be received with contract bonds by the Office of Office Engineer **within 4 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution instead of the 8 days specified in Section 3-1.03, "Execution of Contract," of the Standard Specifications. (See Section 3 of the Special Provisions and the Proposal in the Proposal and Contract book.)

- The Contractor shall begin work **within 5 calendar days** after receiving notice that the contract has been approved instead of the 15 days specified for beginning work in Section 8-1.03, "Beginning of Work," of the Standard Specifications. (See Section 4 of the Special Provisions.)

SPECIAL NOTICE

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

Attention is directed to Section 3, "Award and Execution of Contract," of these special provisions for special requirements for anticipated time of award and time allowed for return of documents by the successful bidder. If properly executed by the bidder, it is anticipated that the contract will be approved within 24 hours of when the executed contract and contract bonds are received by the Department

TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	1
COPY OF ENGINEER'S ESTIMATE	3
SPECIAL PROVISIONS	5
SECTION 1. SPECIFICATIONS AND PLANS.....	5
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	5
2-1.01 GENERAL.....	5
2-1.015 FEDERAL LOBBYING RESTRICTIONS.....	5
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	6
2-1.02A DBE GOAL FOR THIS PROJECT	7
2-1.02B SUBMISSION OF DBE INFORMATION	8
SECTION 3. AWARD AND EXECUTION OF CONTRACT.....	9
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	9
SECTION 5. GENERAL	9
SECTION 5-1. MISCELLANEOUS	9
5-1.01 PLANS AND WORKING DRAWINGS	9
5-1.015 LABORATORY	10
5-1.02 LABOR NONDISCRIMINATION.....	10
5-1.03 INTEREST ON PAYMENTS	10
5-1.04 PUBLIC SAFETY	10
5-1.05 SURFACE MINING AND RECLAMATION ACT.....	11
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	11
5-1.07 YEAR 2000 COMPLIANCE.....	12
5-1.075 BUY AMERICA REQUIREMENTS.....	12
5-1.08 SUBCONTRACTOR AND DBE RECORDS	12
5-1.083 DBE CERTIFICATION STATUS	13
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS	13
5-1.09 SUBCONTRACTING.....	13
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	14
5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	14
5-1.11 PARTNERING	14
5-1.12 AREAS FOR CONTRACTOR'S USE.....	14
5-1.13 PAYMENTS.....	14
5-1.14 RELATIONS WITH UNITED STATES ARMY CORPS OF ENGINEERS	15
5-1.15 SOUND CONTROL REQUIREMENTS.....	15
5-1.16 AERIALY DEPOSITED LEAD	15
5-1.17 HEALTH AND SAFETY PLAN	16
5-1.18 ENVIRONMENTALLY SENSITIVE AREA (GENERAL)	16
SECTION 6. (BLANK).....	16
SECTION 7. (BLANK).....	16
SECTION 8. MATERIALS	16
SECTION 8-1. MISCELLANEOUS	16
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS	16
8-1.02 APPROVED TRAFFIC PRODUCTS.....	22
PAVEMENT MARKERS, PERMANENT TYPE.....	22
PAVEMENT MARKERS, TEMPORARY TYPE.....	23
STRIPING AND PAVEMENT MARKING MATERIALS	23
CLASS 1 DELINEATORS.....	24
CHANNELIZERS	24
CONICAL DELINEATORS, 1070 mm.....	24
OBJECT MARKERS.....	24
TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS	25
THREE BEAM BARRIER MARKERS.....	25
CONCRETE BARRIER DELINEATORS, 400 mm	25
CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm).....	25

SOUND WALL DELINEATOR.....	25
GUARD RAILING DELINEATOR.....	25
RETROREFLECTIVE SHEETING.....	26
SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS	26
8-1.03 ENGINEERING FABRICS.....	27
8-1.04 STATE-FURNISHED MATERIALS	27
SECTION 9. (BLANK).....	27
SECTION 10. CONSTRUCTION DETAILS.....	27
SECTION 10-1. GENERAL	27
10-1.01 ORDER OF WORK.....	27
10-1.02 WATER POLLUTION CONTROL.....	27
STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES	28
SCHEDULE OF VALUES.....	30
SWPPP IMPLEMENTATION	30
MAINTENANCE	31
PAYMENT	31
10-1.03 TEMPORARY SILT FENCE.....	32
MATERIALS.....	32
INSTALLATION	32
MEASUREMENT AND PAYMENT	33
10-1.04 COOPERATION	33
10-1.05 OBSTRUCTIONS	33
10-1.06 MOBILIZATION	34
10-1.07 CONSTRUCTION AREA SIGNS	34
10-1.08 MAINTAINING TRAFFIC.....	34
10-1.09 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.....	35
10-1.10 TEMPORARY CRASH CUSHION MODULE.....	35
GENERAL.....	35
MATERIALS.....	35
INSTALLATION	36
MEASUREMENT AND PAYMENT	36
10-1.11 EXISTING HIGHWAY FACILITIES	36
REMOVE DRAINAGE FACILITIES	36
REMOVE ASPHALT CONCRETE DIKE.....	37
10-1.12 CLEARING AND GRUBBING.....	37
10-1.13 WATERING	37
10-1.14 EARTHWORK.....	37
10-1.15 IMPORTED BORROW (LIGHTWEIGHT AGGREGATE).....	37
10-1.16 TIRE SHRED FILL.....	39
10-1.17 GEOSYNTHETIC REINFORCED EMBANKMENT	40
MATERIAL CONFIGURATION SPECIFICATIONS	40
MATERIAL.....	41
IMPORTED BORROW (GEOSYNTHETIC REINFORCED EMBANKMENT).....	41
HANDLING AND STORAGE	42
CONSTRUCTION.....	42
MEASUREMENT AND PAYMENT	43
10-1.18 SAND BAGS.....	43
MATERIALS.....	43
INSTALLATION	44
MEASUREMENT AND PAYMENT	44
10-1.19 EROSION CONTROL (NETTING)	44
MATERIALS.....	44
INSTALLATION	44
MEASUREMENT AND PAYMENT	44
10-1.20 TEMPORARY SOIL STABILIZER (SOLIDS)	45
MATERIALS.....	45
APPLICATION	45
MEASUREMENT AND PAYMENT	45
10-1.21 EROSION CONTROL (TYPE D).....	45

MATERIALS.....	46
APPLICATION	47
MEASUREMENT AND PAYMENT	48
10-1.22 FABRIC COVER (EROSION CONTROL).....	48
MATERIALS.....	48
INSTALLATION	48
MEASUREMENT AND PAYMENT	48
10-1.23 TEMPORARY ENTRANCE/EXIT	48
INSTALLATION	49
MAINTENANCE	50
PAYMENT	50
10-1.24 TEMPORARY FENCE (TYPE ESA).....	50
PAYMENT	51
10-1.25 FINISHING ROADWAY.....	51
10-1.26 CORRUGATED METAL PIPE.....	51
10-1.27 OVERSIDE DRAIN.....	51
10-1.28 CHAIN LINK FENCE.....	51
10-1.29 CONCRETE BARRIER (TYPE K)	51
10-1.30 CRASH CUSHION, SAND FILLED.....	51
SECTION 11. (BLANK).....	52
SECTION 12. (BLANK).....	52
SECTION 13. (BLANK).....	52
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....	53

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A62A	Excavation and Backfill - Miscellaneous Details
A62F	Excavation and Backfill - Metal and Plastic Culverts
A73B	Markers
A81A	Crash Cushion, Sand Filled (Unidirectional)
A81C	Crash Cushion, Sand Filled (Bidirectional)
A85	Chain Link Fence
D87A	Corrugated Metal Pipe Downdrain Details
D88	Construction Loads On Culverts
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Positive Joints and Downdrains
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 04-285514

04-SCI-880-16.5/16.8

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION
ON STATE HIGHWAY IN SANTA CLARA COUNTY IN MILPITAS FROM 0.3 km SOUTH TO 0.1 km NORTH
OF DIXON LANDING ROAD OVERCROSSING**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on June 28, 2000, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR
CONSTRUCTION ON STATE HIGHWAY IN SANTA CLARA COUNTY IN MILPITAS FROM 0.3 km SOUTH
TO 0.1 km NORTH OF DIXON LANDING ROAD OVERCROSSING**

General work description: Construct embankment with geosynthetic reinforcement, tire shred fill and imported borrow.

This project has a goal of 10 percent disadvantaged business enterprise (DBE) participation.
No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or a Class C-12 license.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are available at the office of the District Director of Transportation of the district in which the work is situated in paper copy format.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated May 30, 2000

JLF

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)
04-285514

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	074018	HEALTH AND SAFETY PLAN	LS	LUMP SUM
2	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
3	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
4	018552	FABRIC COVER (EROSION CONTROL)	M2	5160
5	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
6	150771	REMOVE ASPHALT CONCRETE DIKE	M	39
7	150823	REMOVE DOWNDRAIN	M	9
8	160101	CLEARING AND GRUBBING	LS	LUMP SUM
9	170101	DEVELOP WATER SUPPLY	LS	LUMP SUM
10	190101	ROADWAY EXCAVATION	M3	820
11	194001	DITCH EXCAVATION	M3	140
12	198001	IMPORTED BORROW	M3	65 700
13	018553	IMPORTED BORROW (LIGHTWEIGHT AGGREGATE)	M3	3400
14	018554	TYPE B TIRE SHRED FILL	TONN	9000
15	018555	IMPORTED BORROW (GEOSYNTHETIC REINFORCED EMBANKMENT)	M3	6800
16	018556	GEOSYNTHETIC REINFORCEMENT MATERIAL	M2	18 300
17	018557	EROSION CONTROL (NETTING)	M2	5520
18	203003	STRAW (EROSION CONTROL)	TONN	5
19	203014	FIBER (EROSION CONTROL)	KG	470
20	203024	COMPOST (EROSION CONTROL)	KG	190

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	203045	PURE LIVE SEED (EROSION CONTROL)	KG	140
22	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	190
23	664009	300 MM CORRUGATED STEEL PIPE (1.63 MM THICK)	M	58
24	018558	SAND BAG	EA	48
25	690159	300 MM CORRUGATED STEEL PIPE DOWNDRAIN (1.63 MM THICK)	M	72
26	692383	300 MM ANCHOR ASSEMBLY	EA	19
27	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	1030
28	802592	2.4 M CHAIN LINK GATE (TYPE CL-1.8)	EA	3
29	833080	CONCRETE BARRIER (TYPE K)	M	320
30	839591	CRASH CUSHION, SAND FILLED	EA	2
31	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 04-285514

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, Ca 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
 - 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
 - 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
 - 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.
- G. Credit for materials or supplies purchased from DBEs will be as follows:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
 - 3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 10 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10: Triaxial Management Services, Inc. - Oakland 1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Districts 08, 11 and 12: Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06: Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Districts 01, 02, 03 and 09: Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The contract shall be signed by the successful bidder and returned, together with the contract bonds within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the

satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract. It is anticipated that this contract will be awarded within 21 days after bid opening.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, vendor shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 5 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of **228** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$600 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C,

"Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.

- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating,

galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.

- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.12 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.13 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Clearing and Grubbing \$15,000
- B. Develop Water Supply \$15,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.14 RELATIONS WITH UNITED STATES ARMY CORPS OF ENGINEERS

This project is located within the jurisdiction of the United States Army Corps of Engineers.. The Contractor shall be fully informed of the requirements of the nationwide permit conditions as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the nationwide permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 111 Grand Avenue, Oakland, California.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.15 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.16 AERIALY DEPOSITED LEAD

Aerially deposited lead is defined as lead deposited within the Department of Transportation (Caltrans) Right of Way primarily due to vehicle emissions. Aerially deposited lead contamination has been discovered through testing of materials from within the project limits.

Material in the unpaved areas within the Contractor's work zone has not been tested, but the Department expects it contains lead due to vehicle emissions. The aerially deposited lead is typically found within the top 0.6 m of material in unpaved areas within the highway right of way. Levels of lead found near the project limits range from less than 2.5 to 1090 milligrams per kilogram (mg/kg) total lead, as analyzed by EPA Test Method 6010. Typical total lead concentrations found adjacent to the shoulders are approximately 53 mg/kg. The material containing lead are typically below 5 mg/l, as analyzed by the Federal Toxicity Leaching Characteristic Procedure (TCLP), and are not regulated under the Federal Resource Conservation Recovery Act (RCRA).

The report entitled "Soil and Groundwater Investigation Interstate 880/Dixon Landing Road Interchange Fremont/Milpitas, California" are available for inspection at the Department of Transportation, Duty Senior's Desk, 111 Grand Avenue, Oakland, California, (510)286-5209.

Attention is directed to "Health and Safety Plan, Clearing and Grubbing, and Earthwork" elsewhere in these special provisions regarding the handling of material with aerially deposited lead.

Excavation, reuse, and handling of material with aerially deposited lead shall be in accordance with all rules and regulations of agencies including, but not limited to, the following:

United States Environmental Protection Agency (USEPA)
California Department of Health Services
California Environmental Protection Agency (Cal-EPA)
Department of Toxic Substances Control (DTSC), Region 2
Regional Water Quality Control Board (RWQCB), Region 2
State Air Resources Control Board
Bay Area Air Quality Management District (BAAQMD)
California Division of Occupational Safety and Health Administration (CAL-OSHA)

The Contractor shall procure all permits and licenses, pay all charges and fees, except as otherwise specifically provided in these special provisions, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Full compensation for conforming to the requirements of this section, shall be considered as included in the prices paid for various contract items of work involved and no additional compensation will be allowed therefor.

5-1.17 HEALTH AND SAFETY PLAN

The Contractor shall prepare a project specific Health and Safety Plan to prevent or minimize exposure to potentially hazardous levels of lead. The Contractor shall assume that lead concentrations in the work zone are as stated previously in this section "Aerially Deposited Lead." The Contractor's attention is directed to Title 8, California Code of Regulations, Section 5192 (b) (4) (B) and the Occupational Safety and Health Guidance Manual published by National Institute of Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), and USEPA for elements of the site safety plan. The Health and Safety Plan shall contain as a minimum but not be limited to: identification of key personnel for the project, job hazard analysis for work assignments, summary of risk assessment, air monitoring plan, personal protective equipment, delineation of work zones on-site, decontamination procedures, general safe work practices, security measures, emergency response plans and worker training.

The Health and Safety Plan shall utilize monitoring and exposure standards based on Construction Standards of Title 8, California Code of Regulations Section 1532.1 and as a minimum shall contain a description of activities, specific means employed to achieve compliance, report of the technology considered, air monitoring, schedule for implementation of the program, a work practice program, administrative control schedule, description of arrangements for information transfer between contractors concerning potential exposure to lead and other relevant information. The Health and Safety plan shall

be approved by the Contractor's Certified Industrial Hygienist before submission to the Engineer. The plan shall be submitted to the Engineer at least 5 days prior to beginning any work in areas containing aerially deposit lead.

Prior to performing any work in areas containing lead, personnel who have no prior training or are not current in their training status, including State personnel, shall complete a safety training program provided by the Contractor, which meets the requirements of Title 8, California Code of regulations, Section 1532.1.

Personal protective equipment, training, and medical surveillance required by the Contractor's Health and Safety Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 5.

The contract lump sum price for Health and Safety Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the health and safety plan, and for providing personal protective equipment, training and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

5-1.18 ENVIRONMENTALLY SENSITIVE AREA (GENERAL)

The Contractor's attention is directed to the designated Environmentally Sensitive Area (ESA), shown on the plans. The exact location of the boundaries of environmentally sensitive area shall be established by the Engineer and clearly delineated by the placement of Temporary fence (Type ESA) as described in these special provisions.

Within the boundaries of an ESA, no project related activities shall take place. This specifically prohibits vehicle access, storage or transport of any materials, including hydrocarbon and lead contaminated material, or any other project related activities.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS mm ²	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch ² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER SHOWN ON THE PLANS	EQUIVALENT IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

- (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and
 (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT US STANDARD GAGE	METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT GALVANIZED SHEET GAGE
mm	inch	mm	inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

CONVERSION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT USA STEEL WIRE THICKNESS inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	EQUIVALENT IMPERIAL SIZE inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	EQUIVALENT NOMINAL US SIZE inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

CONVERSION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	EQUIVALENT IMPERIAL SIZE Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

CONVERSION TABLE FOR IRRIGATION COMPONENTS

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	EQUIVALENT NOMINAL US SIZE inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
 - B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
 - C. Stimsonite, Model 944SB (51 mm x 100 mm)*
 - D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*
- *For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Model 929 (ABS)
- C. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- D. Highway Ceramics, Inc. (Ceramic)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Alpine Products, D-Dot (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Swarco Industries, "Director 35" (For transverse application only)
- D. Swarco Industries, "Director 60"
- E. 3M, "Stamark" Series 380 and 5730
- F. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Brite-Line, Series 100
- B. P.B. Laminations, Aztec, Grade 102
- C. Swarco Industries, "Director-2"
- D. 3M, "Stamark," Series 620
- E. 3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
- F. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

Removable Traffic Paint

- A. Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, "Masterflex" Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q", 600 mm

(Shown as Type "Q" in the Traffic Manual)

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 1200 mm)

- A. Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

- A. Stimsonite Series 6200

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

8-1.03 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

The requirement that ultraviolet (UV) treated fabrics be submitted to the Transportation Laboratory at least 45 days prior to use shall not apply.

8-1.04 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

Tire shreds.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Construction of embankment B and C including all drainage and erosion control items shall be completed by September 29, 2000.

Construction of embankment A shall not begin before May 1, 2001 and shall be completed by June 29, 2001 including all drainage and erosion control items.

Attention is directed to Environmentally Sensitive Area (ESA) and Temporary Fence (Type ESA) as specified in these special provisions. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field. The boundaries shall be delineated by the installation of Temporary Fence (Type ESA).

Attention is directed to Obstructions of these special provisions regarding allowable wheel loads over specified utilities.

Concrete Barrier (Type K) and crash cushions (sand filled) shall be secured in place prior to commencing work for which the barrier and crash cushions are required.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project shall conform to the requirements of Permit No.CAS000002 issued by the State Water Resources Control Board. These permits, hereafter referred to as the "Permit," regulate storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Copies of the Handbook and the Permit are also available for review at 111 Grand Avenue Oakland, California 94601. Please call the Construction office Duty Senior, telephone number (510) 286-5209 to reserve a copy of the documents at least 24 hours in advance.

The Contractor shall know and fully comply with the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this

paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

- A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
- B. Have access to and copy records that must be kept as specified in the Permit;
- C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
- D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the provisions in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

Within 10 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 7 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 5 days of receipt of the Engineer's comments. The Engineer will have 5 days to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the SWPPP,

and implement on the project, the minimum control measures listed below. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in accordance with the procedure specified in the Handbook. The following special minimum requirements are established:

Category	Minimum Requirement(s)
Soil Stabilization Practices	Preservation of Existing Vegetation, CD22 Scheduling, CD26B Geotextiles, Mats/Plastic Covers & Erosion Control Blankets, CD32B Top & Toe of Slope Diversion Ditches and Berms
Sediment Control Practices	CD33A Outlet Protection/Velocity Dissipation Devices, CD40 Storm Drain Inlet Protection
Non-Storm Water Management & Waste Management & Disposal	CD7 Dewatering, CD13 Solid Waste Management

The following contract items of work, where shown on the project plans, shall be incorporated in the SWPPP as critical temporary control measures: Temporary Soil Stabilizer, Temporary Entrance/Exit, and Temporary Silt Fence. The Contractor shall consider other control measures to supplement the critical temporary control measures when necessary to meet the pollution control objectives of the SWPPP.

The following contract items of work, as shown on the project plans, shall be incorporated in the SWPPP as permanent post-construction control measures: Fabric Cover, Erosion Control Netting, and Erosion Control (Type D). These control measures shall be utilized as construction period control measures. The Contractor shall consider other control measures to supplement these permanent, post-construction control measures when necessary to meet the pollution control objectives of the SWPPP. The Contractor shall maintain and protect the permanent control measures throughout the duration of the project and shall restore these controls to the lines and grades shown on the plans prior to acceptance of the project.

The SWPPP shall include, but not limited to, the following items as described in the Handbook and Permit:

- A. Source Identification;
- B. Erosion and Sediment Controls;
- C. Non-Storm Water Management;
- D. Waste Management and Disposal;
- E. Maintenance, Inspection and Repair;
- F. Training;
- G. List of Contractors and Subcontractors;
- H. Post-Construction Storm Water Management;
- I. Preparer;
- J. A copy of the NONC submitted by the Department for this project;
- K. Copy of the Permit;
- L. BMP Consideration Checklist;
- M. SWPPP Checklist;
- N. Schedule of Values; and
- O. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 5 days of identification of non-compliance.

SCHEDULE OF VALUES

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The schedule of values shall reflect the items of work, quantities, and costs for the control measures shown in the SWPPP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 1 and May 1.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 2.0 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 125 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After any precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24 hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the plans and for which there is a contract item of work, will be considered as follows:

- A. If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for items in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to items listed in the schedule of values.
- B. If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by extra work, in accordance with Section 4-1.03D of the Standard Specifications.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

WATER POLLUTION CONTROL SCHEDULE OF VALUES

Contract No. 04 113534

UNIT DESCRIPTION	UNIT	QUANTITY	VALUE	AMOUNT
CD7 Dewatering	LS	Lump Sum		
CD12 Spill Prevention	LS	Lump Sum		
CD13 Solid Waste Management	LS	Lump Sum		
CD22 Scheduling	LS	Lump Sum		
CD32B Top & Toe of Slope Diversion Ditches and Berms	LS	Lump Sum		
CD33A Outlet Protection/Velocity Dissipation Devices,	LS	Lump Sum		
CD40 (2) Storm Drain Inlet Protection	LS	Lump Sum		
Temporary Silt Fence	M	1100		
Temporary Entrance/Exit	EA	4		
Temporary Soil Stabilizer (Solids)	KG	12400		

TOTAL _____

10-1.03 TEMPORARY SILT FENCE

Temporary silt fence shall conform to the details shown on the plans and these special provisions.

Temporary silt fence shall be furnished, installed, maintained, and removed at the locations shown on the plans.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these special provisions.

MATERIALS

Materials for temporary silt fence shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and one of the following:

Temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632.

Temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632 and having an integral reinforcement layer. The reinforcement layer shall be a polypropylene or equivalent net provided by the manufacturer.

INSTALLATION

Temporary silt fence shall be installed as shown on the plans.

When joints are necessary, the temporary silt fence shall overlap a minimum of 150 mm with both posts tied together.

Contract No. 04-285514

Temporary silt fences shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the sediment deposit reaches approximately one-third of the fence height. Removed sediment shall be deposited within the project in such a way that the sediment is not subject to erosion by wind or water, or as directed by the Engineer.

When no longer required for the intended purpose, as determined by the Engineer, temporary silt fence shall be removed from the site of the work.

Holes, depressions or any other ground disturbance caused by the removal of the temporary silt fence shall be backfilled and repaired in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Full compensation for temporary silt fence, shall be considered as included in the contract lump sum price paid for Water Pollution Control and no separate payment will be made therefor.

10-1.04 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by another contractor (Contract No. 04-438614) to modify direct connection in San Jose/Milpitas on Route 880/237 from 0.5 km south to _2.7 km north of 237/880 direct connection (KP 13.0 to KP_2.7) may be in progress adjacent to the limits of this project during progress of the work on this contract.

It is anticipated that work by another contractor (Contract No. 04-113534) to replace interchange in Milpitas and Fremont on Route 880 from 1.5km south to 0.7km north of the Santa Clara /Alameda County line (KP 15.32 to KP R 0.7) may be in progress within the limits of this project during progress of the work on this contract.

10-1.05 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

During construction of embankments A and B, Pacific Gas and Electric's 762 mm gas transmission line shall be protected from damage. Equipment passing over this line shall be restricted to the wheel loads shown in the following table:

Minimum Cover of Top of Pipe (meters)	Allowable Wheel Load (kg/wheel)
0.457	3130
0.610	3810
0.914	5625
1.219	7575
1.524	9571
1.829	11204
2.134	12338
2.438	10115
2.743	9072
3.048	7348
3.353	4536
3.658	544

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

It is anticipated that the following utility facilities will be relocated prior to the dates shown:

Utility	Location	Date
Pacific Bell Telephone Overhead	L1 Line Station 104+07	July 31, 2000
PG&E Electrical Overhead	D Line Station 3+70 to 7+00	July 31, 2000

In the event that the utility facilities mentioned above are not relocated by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being relocated by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

10-1.06 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.07 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

10-1.08 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Except as provided for the placement of Concrete Barrier (Type K), no work that would require a lane closure shall be performed.

During placement of Concrete Barrier (Type K), one lane on Dixon Landing Road may be closed between the hours of 9:00 am and 3:00pm.

Personal vehicles of the Contractor's employees shall not be parked within the right of way

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

10-1.09 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

Except for flagging costs, full compensation for providing the traffic control system shown on the plans (including signs) and for furnishing and operating the pilot car (including driver, radios, other equipment, and labor required) shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.10 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.11 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

REMOVE DRAINAGE FACILITIES

Existing downdrain where shown on the plans to be removed, shall be completely removed and disposed of.

REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike may be buried in embankments in the same manner provided for burying concrete in embankments in Section 15-3, "Removing Concrete," of the Standard Specifications.

10-1.12 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

Attention is directed to "Aerially Deposited Lead" elsewhere in these specifications.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Clearing and grubbing operations shall result in no visible dust. No material containing lead shall be deposited on public roads. The Contractor shall indemnify the State from any costs due to spillage of material containing lead during transport.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

The Contractor shall separate soil from vegetation, and the soils will remain on the site.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.13 WATERING

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

10-1.14 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to "Aerially Deposited Lead" elsewhere in these special provisions.

All material excavated from areas containing aerially deposited lead shall be used as backfill or dispersed within the project limits in accordance with Section 19-2.06, "Surplus Material," of the Standard Specifications. None of these materials shall be disposed of outside the highway right of way.

Excavation, transportation, placement and handling of soils containing aerially deposited lead shall result in no visible dust. The Contractor shall have a water truck available at all times while performing earthwork, excavation or grubbing activities in work areas containing aerially deposited lead.

Full compensation for conforming to the requirements of this section involving materials containing aerially deposited lead, except as otherwise specifically provided in these special provisions, shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Any additional requirements needed to complete the work, as determined by the lead sampling and analysis results, will be paid as extra work in accordance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

When a layer of specified material is not to be placed on the basement material, the finished grading plane shall not vary more than 30 mm above or below the grade established by the Engineer. The requirements for obtaining a relative compaction of 95 percent, as provided in the first 2 paragraphs in Section 19-5.03, "Relative Compaction (95 Percent)," of the Standard Specifications, shall not apply when a layer of specified material is not to be placed on the basement material.

Imported borrow shall have a Resistance (R-Value) of not less than 15 and shall not be classified by the Unified Soil Classification system (USCS) as a CH, MH, OH or OL. Imported borrow shall contain no rocks greater than 100 millimeters in dimension.

10-1.15 IMPORTED BORROW (LIGHTWEIGHT AGGREGATE)

Imported borrow (lightweight aggregate) shall consist of furnishing, placing and compacting lightweight aggregate material at the locations and to the lines and grades designated on the plans or specified in the special provisions. Imported

borrow (lightweight aggregate) shall conform to the requirements specified for embankment and structure backfill in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Lightweight aggregate material shall consist of a rotary kiln expanded shale aggregate of the extruded type or a processed, naturally-occurring volcanic aggregate.

Lightweight aggregate material shall be coarse-graded material as specified in these special provisions.

Coarse-graded lightweight aggregate material, when deposited in place, shall conform to the following:

Gradation Requirements	
Sieve Size	Percent Passing
50-mm	100
37.5-mm	90 - 100
25.4-mm	50 - 100
19-mm	45 - 85
4.75-mm	25 - 50
600-µm	9 - 25
75-µm	0 - 15
Gradation will be determined in conformance with the requirements of California Test 202, except shaking in the sieves shall be limited to 5 minutes.	

QUALITY REQUIREMENT	
Resistance (R-Value)	50 minimum
Durability Index	35

Coarse-graded lightweight aggregate material shall be encapsulated in a layer of filter fabric as shown on the plans. The filter fabric shall meet the requirements of AASHTO M288-96, Class 2 (elongation < 50%) and AASHTO M288-96, Stabilization Geotextile as shown on the plans. The seams formed by adjacent strips of filter fabric shall be overlapped a minimum of 450 mm.

Full compensation for furnishing and placing the filter fabric shall be considered as included in the contract unit price paid per cubic meter for imported borrow (lightweight aggregate) and no additional compensation will be allowed therefor.

Imported borrow (lightweight aggregate) shall have a maximum dry loose unit weight of 880 kg/m³ when determined in conformance with the requirements of California Test Method 212, using test procedure b Compaction Method (by jiggling).

Imported borrow (lightweight aggregate) shall have a maximum calculated saturated surface dry unit weight of 960 kg/m³. The saturated surface dry unit weight shall be calculated by adjusting the dry loose unit weight by the absorption of the coarse and fine fractions. The absorption shall be determined by California Test Methods 206 and 207, except that the samples shall be oven dry before soaking and shall be soaked for 24 hours plus or minus 30 minutes. To calculate the saturated surface dry unit weight: 1) multiply the percent coarse aggregate by the absorption of the coarse aggregate; 2) multiply the percent fines aggregate by the absorption of the fine aggregate; 3) add the two values from 1) and 2) and divide by 10000; 4) add one (1) to the result from 3) and multiply by the dry loose unit weight.

Imported borrow (lightweight aggregate) shall be placed and compacted to the designated dimensions as specified in Sections 19-1.03, "Grade Tolerance," and the requirements specified for embankment construction in Section 19-6, "Embankment Construction," of the Standard Specifications, except Section 19-5, "Compaction," of the Standard Specifications shall not apply.

Initial layers of imported borrow (lightweight aggregate) may be placed by end dumping from trucks, or by any other method approved by the Engineer.

Coarse-graded imported borrow (lightweight aggregate) shall be spread or placed in uniform layers of a maximum 0.3-m thickness before compaction. Compaction shall be obtained by a minimum of 3 complete coverage passes using smooth drum steel roller compaction equipment imposing contact pressure of 5,360 kg per-meter-width of the roller face, or by another method as approved by the Engineer. Compaction using pneumatic-tired equipment or compaction within trenches or other limited access areas, or compaction in areas of low confining pressure shall be of a method approved by the Engineer.

A test site using proposed lightweight aggregate material, shall be constructed and compacted when alternative compaction equipment and methods of compaction (including use of pneumatic-tired equipment in trenches, in limited access areas, and areas of low confining pressure) are proposed by the Contractor. The alternative compaction equipment and methods of compaction shall not be used until the alternative methods and equipment meet project and site conditions, as determined by the Engineer.

The total quantity of imported borrow (lightweight aggregate) placed will be computed in the same manner as specified for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications. No adjustment in the quantity of imported borrow (lightweight aggregate) to be paid for will be made in the event that subsidence or consolidation occurs after the placement of imported borrow (lightweight aggregate) has begun.

The contract price paid per cubic meter for imported borrow (lightweight aggregate) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing imported borrow (lightweight aggregate), complete in place (including constructing and removing any test sites required, filter fabric and low permeability soil cover), as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.16 TIRE SHRED FILL

Tire shred fill shall be constructed in accordance with the details shown on the plans, these special provisions, and as directed by the Engineer. Tire shred fill shall conform to the requirements specified for embankment and structure backfill in Section 19, "Earthwork," of the Standard Specifications, and these special provisions.

If shown on the plans, a drainage system shall be constructed with the tire shred fill. Specifications for the drainage system will be found elsewhere in these special provisions.

If shown on the plans, the slopes of the tire shred fill shall be constructed with geosynthetic reinforcement. Specifications for the geosynthetic reinforcement will be found elsewhere in these special provisions.

The tire shreds will be furnished by the State as provided under "State Furnished Materials" of these special provisions and delivered to the site according to the gradation specification herein at no cost to the Contractor. . The Contractor shall handle the tire shreds in a workmanlike manner to prevent the segregation or contamination of the tire shreds.

The Contractor shall be responsible for providing their weekly preferred tire shred delivery quantity and schedule to the Engineer for review and approval at least 12 days in advance of the delivery week. The delivery schedule will be set by the Engineer based on the information provided by the Contractor.

The Contractor shall meet with the Engineer at least 12 days in advance of the last tire shred delivery week to determine the appropriate final quantity of tire shreds to be delivered. The final delivered quantity of tire shreds shall be subject to the approval of the Engineer.

The tire shreds may be delivered at any rate up to 300 tons per day, unless otherwise agreed to and approved by the Engineer. Delivery of tire shreds shall occur between May 1, 2001 and June 29, 2001, between the hours of 0600 and 1800, Monday through Saturday. No Sunday or Holiday delivery will be allowed without written approval of the Engineer. By June 29, 2001, all of the tire shreds will have been delivered to the site.

The Contractor shall be able to take delivery by May 1, 2001. The Contractor shall provide all equipment and personnel necessary to receive tire shred delivery based on the approved schedule. The material shall be delivered and off-loaded to an area on the site designated by the Contractor and approved by the Engineer. The Contractor will then be responsible for the tire shreds including handling and stockpiling.

The subgrade to receive tire shred material, immediately prior to spreading, shall be free of loose or extraneous material. For soft subgrade soils, trees and shrubs with trunks larger than 50 mm in diameter or as directed by the Engineer shall be removed prior to filter fabric placement.

The subgrade to receive tire shred material, immediately prior to spreading, shall be scarified to a depth of a minimum of 200 millimeters, and compacted to a minimum of 90 percent relative compaction. Tire shreds shall not be placed on soil containing organic matter.

Where shown on the plans, the tire shred fill shall be encapsulated in a layer of filter fabric. The filter fabric shall meet the requirements of AASHTO M288-96, Class 2 (elongation less than 50%) and AASHTO M288-96, Stabilization Geotextile as shown on the plans. Seams shall be overlapped a minimum of 450 mm. Overlaps shall be in the direction of fill placement (previous roll on top).

The geosynthetic reinforcement shall consist of a woven geotextile as shown on the plans. The geosynthetic reinforcement shall possess a wide width ultimate tensile strength (ASTM D4595) of a minimum of 70 kN per meter in each direction. Full compensation for furnishing and placing the geosynthetic reinforcement shall be considered as included in the contract unit price paid per tonne for Type B tire shred fill and no additional compensation will be allowed therefor.

Tire shred placement shall not be performed when the tire shred material or the native ground is frozen or a blanket of snow prevents proper compaction.

A tolerance of 75 mm above or below the required grade and cross section will be allowed.

Tire shred fill may be placed initially by dumping from trucks or by any other method approved by the Engineer. Tire shred fill shall be compacted in lifts of a maximum 300 mm (12 inches) thickness of the compacted material. Each layer of the tire shreds shall be placed over the full width of the section. The tire shreds shall be spread with any equipment deemed suitable by the Contractor and approved by the Engineer which will prevent the segregation of the tire shreds outside the limit of the above specified grading. The tire shreds as spread shall be well mixed with no pockets of either fine or coarse tire

shreds. Compaction shall be obtained by a minimum of six complete coverage passes using vibratory smooth drum steel roller compaction equipment imposing a minimum static weight of 10 tonnes, or by another method as approved by the Engineer.

If the top of any layer becomes contaminated by addition of foreign material, including, but not limited to, soil, organic matter, oil, grease, gasoline, or diesel fuel, the contaminated material shall be removed and replaced with the specified material at the Contractor's expense.

The side slopes and top of the tire shred layer shall be covered by low permeability soil cover as shown on the plans or directed by the Engineer. The soil shall have a minimum of 30 percent and a maximum of 60 percent passing the 75 μ m sieve size using California Test Method 202. The soil shall have a minimum pH of 5.5 and a maximum pH of 8.5 using California Test Method 643. The low permeability soil cover shall be placed and compacted to a minimum of 90 percent relative compaction.

Instrumentation or monitoring devices shall be placed where shown on the plans or as directed by the Engineer. Such instruments or devices will consist of State-furnished materials consisting of settlement platforms and temperature sensors to be installed by State forces with the assistance of the Contractor. The assistance of the Contractor will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Any damage to the instrumentation or devices by the Contractor will constitute a fine of \$5,000 and the work will cease until the instrumentation is replaced. No additional working days will be allowed on the contract.

The total quantity of tire shred fill placed will be measured by the metric tonne.

The contract price paid per metric tonne for type B tire shred fill shall include full compensation for furnishing all labor, materials (excluding State furnished tire shreds), tools, equipment, and incidentals, and for doing all the work involved in constructing tire shred fill, complete in place, including filter fabric, class 2 permeable material, geosynthetic reinforcement, and low permeability soil cover, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.17 GEOSYNTHETIC REINFORCED EMBANKMENT

Geosynthetic reinforced embankment shall consist of placing geosynthetic reinforcement material between layers of compacted soil in accordance with the details shown on the plans, as specified in Section 19 "Earthwork," of the Standard Specifications, these special provisions, and as directed by the Engineer. Only one type of geosynthetic reinforcement material shall be used for an entire embankment, except as shown on the plans.

If shown on the plans, filter fabric shall be used within the geosynthetic reinforced embankment; specifications for the filter fabric will be found elsewhere in these special provisions or in the Standard Specifications.

MATERIAL CONFIGURATION SPECIFICATIONS

The geosynthetic reinforcement material shall be configured as a geosynthetic and shall meet the requirements described under "Material Specifications" found elsewhere in this section. The Engineer shall be furnished a Certificate of compliance according to the provisions found in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications for the geosynthetic reinforcement material a minimum of 7 days prior to beginning placement of geosynthetic reinforcement material. The Certificate of Compliance shall be prepared and signed by a representative of the manufacturer who is a California-registered Civil Engineer.

Geosynthetic reinforcement material shall consist of material designed for use in subsurface geotechnical slope reinforcement applications. Geosynthetic reinforcement material shall be configured as either a geogrid or a geotextile material. Geogrid shall have in addition to the requirements for geosynthetic reinforcement, a regular and defined open area. Geogrid shall obtain pullout resistance from the soil by a combination of soils shearing friction on the plane surfaces parallel to the direction of shearing and soils bearing on transverse grid surfaces normal to the direction of grid movement. The percentage of the open area for geogrids shall range from 50 to 90 percent of the total projection of a section of the material. Geotextiles shall have in addition to the requirements for geosynthetic reinforcement material, an irregular or regular open area with the spacing of open areas being less than 6.3 millimeters in any direction.

Geosynthetic reinforcement material shall meet the following requirements in addition to the requirements described under "Materials Specifications" elsewhere in this section:

1. Long Term Design Strength (LTDS) for geosynthetic reinforcement material shall be equal to or greater than values shown on the plans or elsewhere in these specifications as determined by Geosynthetic Research Institute (GRI) Test Methods. LTDS for geogrid reinforcement and geotextile reinforcement shall be determined by Standard Practice GRI G4 (a) and (b), and GRI GT7, respectively. These values are minimum average roll values. Long Term Design Strength is the strength of the geogrid or the geotextile calculated by applying all partial factors of safety in accordance with GRI Standard Practice GG4 (a) and (b) or GT7, except that the product of the partial factors of safety for installation damage (based on a soil gradation possessing a D50 between 2.36 and 4.75 mm), chemical degradation, and biological degradation shall not be allowed as less than 1.30. The factor of safety for creep

deformation shall be determined for a 75-year design life as determined by GRI G4 (a) and (b) for geogrids or GRI GT7 for geotextiles. The 75-year design life strength is determined from the creep curve that becomes asymptotic to a constant strain line of 10 percent or less. In the absence of specific test data, the partial factor of safety default values (installation damage, creep deformation, chemical degradation, biological degradation, and joint) as indicated in the Standard Practice GRI G4 (a) and (b) and GRI GT7 shall be applied to the calculations of the LTDS.

2. Geosynthetic reinforcement material shall be resistant to naturally occurring alkaline and acidic soil conditions, and to attack by bacteria.

All test results that contributed to the calculations of the LTDS shall be submitted to the Engineer no less than 14 days prior to beginning placement of the geosynthetic reinforced embankment. All test results which contribute to the calculations of the LTDS shall be prepared and signed by a California-registered Civil Engineer.

MATERIAL

Geosynthetic reinforcement material shall consist of high density polyethylene, polypropylene, high density polypropylene sheets, high tenacity polyester yarn, or polyaramide and shall meet the applicable material requirements found below.

High Density Polyethylene.--Geosynthetic reinforcement material consisting of high density polyethylene shall meet or exceed the following material requirements:

1. Be manufactured from high density polyethylene (HDPE) which conforms to ASTM Method D 1248.
2. Shall have a LTDS in the primary strength direction greater than or equal to values shown on the plans/ 40 kilo-Newtons per meter. **Polypropylene.**--Geosynthetic reinforcement material consisting of polypropylene or high-density polypropylene sheets shall meet or exceed the following material requirements:

1. Shall meet the requirements of ASTM Designation: D 4101, Group 1/Class1/Grade 2.
2. Shall have a LTDS in the primary strength direction greater than or equal to values shown on the plans/40 kilo-Newtons per meter.

High Tenacity Polyester Encapsulated.--Geosynthetic reinforcement material consisting of high tenacity polyester yarn shall meet or exceed the following material requirements:

1. Be manufactured from high tenacity polyester yarn as determined by ASTM Designation: D 629. In addition to meeting the requirements for geosynthetic, geogrid shall be encapsulated in an acrylic latex coating or similar.
2. Shall have a LTDS in the primary strength direction greater than or equal to values shown on the plans/40.0 kilo-Newtons per meter.

Polyaramides.--Geosynthetic reinforcement material consisting of polyaramide shall meet or exceed the following material requirements:

1. Be manufactured from high tenacity polyester yarn as determined by ASTM Designation: D 629.
2. Shall have a LTDS in the primary strength direction greater than or equal to values shown on the plans/40.0 kilo-Newtons per meter.

IMPORTED BORROW (GEOSYNTHETIC REINFORCED EMBANKMENT)All imported borrow used in the geosynthetic reinforced embankment shall be free from organic or other deleterious materials and shall conform to the following:

Gradation Requirements

Sieve Size	Percentage Passing	California Test
75-mm	100	202
19-mm	70 - 100	202
4.75-mm	20 - 70	202
420-µm	0 - 60	202
75-µm	0 - 45	202

Property Requirements

Test	Requirement	California Test
Sand Equivalent	10 min.	217
Plasticity Index	20 max.	204
pH	5.5 to 10.0	643

HANDLING AND STORAGE

Geosynthetic reinforcement material shall be handled and stored in accordance with the manufacturer's recommendations and these special provisions. Geosynthetic reinforcement material shall be furnished in an appropriate protective cover that shall protect it from ultraviolet radiation and from abrasion during shipping and handling. Only as much geosynthetic reinforcement material shall be placed as can be placed and covered with backfill in the same work shift.

CONSTRUCTION

The Contractor shall prepare the grade that is to receive the layers of geosynthetic reinforcement material to the compaction and elevation tolerances described in the Standard Specifications under Section 19-2.05, "Slopes," and these special provisions. The grade shall be free of loose or extraneous material and objects that may damage the geosynthetic reinforcement material during installation. Relative compaction of not less than 95 percent shall be obtained in the embankment foundation under the lowest layer of geosynthetic reinforcement material for a minimum depth of 0.15 meter.

The maximum loose thickness of each lift of embankment material shall not exceed 0.3 m and shall be compacted to 90% Relative Compaction.

Geosynthetic reinforcement material shall be handled and placed in accordance with the manufacturer's recommendations and these special provisions. The geosynthetic reinforcement material shall be laid horizontally at the elevation specified on the plans, on compacted backfill from within 150 millimeters of the face of the embankment to the required embedment length. The geosynthetic reinforcement material shall be placed in a wrinkle free manner, pulled taut, aligned, and anchored before backfill placement. Slack in geosynthetic reinforcement material shall be removed in a manner, and to such a degree, as approved by the Engineer. Geosynthetic reinforcement material shall be installed in a horizontal plane at the intervals, elevations, and for the minimum embedment length shown on the plans. Each layer of geosynthetic reinforcement material shall not vary more than 0.15 meter from the theoretical horizontal plane established for that layer for the entire width and length of the reinforced reinforcement.

Geosynthetic reinforcement material shall be placed as shown on the plans and shall extend the full width of the reinforced embankment. Where the full embedment length of geosynthetic reinforcement material as shown on the plans cannot be achieved along the sides or for other limited areas of the reinforcement zone, the geosynthetic reinforcement material shall be trimmed as necessary to avoid the obstruction and to achieve the maximum embedment possible.

Geosynthetic reinforcement material shall be secured in place with staples, pins, sand bags, or backfill as required by construction conditions, weather conditions, or as directed by the Engineer to prevent the displacement of the geosynthetic reinforcement material during compaction and placement of the reinforcement material.

Each layer of geosynthetic reinforcement material shall be placed (unrolled) into the grade to form a continuous mat. Overlapping and splicing geosynthetic embankment material shall conform to the following:

Uniaxial geogrid and geotextile geotechnical fabric does not need to be overlapped along edges parallel to the direction of working tensile strength. Uniaxial geogrid and woven geotechnical fabric shall not be overlapped or spliced along edges perpendicular to the direction of working tensile strength, or as directed by the Engineer.

Biaxial geogrid shall be overlapped a minimum of 150 millimeters along edges parallel to the direction of working tensile strength, or as directed by the Engineer. Biaxial geogrid shall be overlapped a minimum of 1 meter along edges perpendicular to the direction of working tensile strength of reinforcement, or as directed by the Engineer.

A layer of soil a minimum of 100 millimeters in thickness shall be spread between uniaxial geogrid layers or woven geotechnical fabric layers in the area to be overlapped, or as directed by the Engineer.

The geosynthetic reinforcement material shall be placed in such a manner that the direction of maximum strength is oriented perpendicular to the project centerline. The Contractor shall verify correct orientation of the geosynthetic

reinforcement material. Each layer of geosynthetic reinforcement material shall be placed onto the embankment material to form a continuous mat. Adjacent strips of geosynthetic reinforcement material placed in this manner need not be overlapped.

During spreading and compacting of the backfill, at least 150 millimeters, measured vertically, of backfill shall be maintained between the geosynthetic reinforcement material and the Contractor's equipment. Equipment or vehicles shall not be operated or driven directly on the geosynthetic reinforcement material.

During spreading and compacting of the backfill, at the option of the Engineer, rubber tired vehicles may be driven directly on the material, provided that such traffic is part of the placement operation, that the amount of traffic repetitions is minimized, that speeds of 20 km/h or less are maintained, and that turning or stopping movements of the vehicle are minimized. Damaged areas shall be repaired as specified elsewhere in the special provisions. No tracked vehicles will be allowed.

Splicing of geosynthetic reinforcement material shall not be allowed. For geotextiles, no splicing joints parallel to project centerline shall be allowed for with primary or secondary geotextile reinforcement. Geogrid reinforcement may be joined with mechanical connections. Joints shall not be placed vertically within 2 meters of the slope face, within 2 meters of the slope top, nor horizontally or vertically adjacent (within 1.2 meters) to another joint. Only one joint per length of geogrid shall be allowed. The joint shall be made for the full width of the strip by using a similar material with similar strength, and using a connection devise supplied or recommended by the manufacturer. Joints in geogrid shall be pulled and held taut during backfill placement.

If the geosynthetic reinforcement material is damaged during construction operations, the damaged sections shall be repaired, at the Contractor's expense, by placing sufficient additional geosynthetic reinforcement material to cover the damaged area and to meet the following overlap requirements:

- 1) Edges of geogrid perpendicular to centerline shall be overlapped for entire lengths by the small of: three aperture openings or 100 millimeters. Edges of geogrid parallel to centerline shall be joined using a mechanical connection described elsewhere in these special provisions.
- 2) Edges of geotextiles shall be overlapped a minimum of 150 millimeters on all sides.

MEASUREMENT AND PAYMENT

Geosynthetic reinforcement material will be measured and paid for by the square meter for the total area in each level (plan view) as shown on the plans and for any additional area as directed by the Engineer. Payment will not include additional reinforcement required for overlaps.

Imported Borrow (Geosynthetic Reinforced Embankment) will be measured and paid for by the cubic meter. The contract price paid per cubic meter for Imported Borrow (Geosynthetic Reinforced Embankment) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the imported borrow (geosynthetic reinforced embankment), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square meter for geosynthetic reinforcement material shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the geosynthetic reinforcement material complete and in place, including splicing, overlapping and anchoring as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for revisions to drainage systems or other facilities made necessary by the use of an alternative geosynthetic reinforcement material shall be considered as included in the contract price paid per square meter for geosynthetic reinforcement material and no additional compensation will be allowed therefor.

10-1.18 SAND BAGS

Sand bags shall conform to the details shown on the plans and these special provisions.

Sand bags shall be furnished, installed and maintained at the locations shown on the plans.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications.

Sand bag fabric shall be woven polypropylene, polyethylene or Polyamide with a minimum unit weight of 135 g/m^2 . The fabric shall have a mullen burst strength of at least 2067 kPa, conforming to the requirements in ASTM Designation: D 3786 and an ultraviolet (UV) stability exceeding 70 percent.

Sand bags shall have a length of 600 mm to 800 mm, width of 400 mm to 450 mm, thickness of 150 mm to 200 mm, and mass of 40 kg to 55 kg.

Sand bag fill material shall be non-cohesive, coarse sand or gravel, free from deleterious material.

INSTALLATION

Sand bags shall be installed as shown on the plans or as directed by the engineer.

MEASUREMENT AND PAYMENT

Sand bags will be measured by the unit as determined from actual count in place.

The contract unit price paid for sand bag shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing sand bags complete in place, including maintenance and materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.19 EROSION CONTROL (NETTING)

Erosion control (netting) shall conform to the details shown on the plans, the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (netting) work shall consist of installing erosion control netting in conjunction with the installation of geosynthetic reinforcement fabric at locations shown on the plans and other areas designated by the Engineer.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Erosion Control Netting

Erosion control netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Properties	
ASTM 3776C Weight	400 g/m ²
Roll Width (minimum)	4 m
Area/roll (minimum)	200 m ²
Open Area (maximum)	63-70%
D4595-86 Minimum tensile Strength	0.23/0.14 KN (dry) 0.17/0.11 KN (wet)

Staples

Staples for erosion control netting shall be made of 3.05-mm minimum steel wire and shall be U-shaped with 200-mm legs and 50-mm crown.

INSTALLATION

Erosion control (netting) materials shall be placed in conjunction with geosynthetic reinforced embankment construction and as shown on the plans and as follows:

Erosion control netting strips shall be placed along with geosynthetic reinforcement fabric during the construction of the embankment slope. Portions of the netting within the prism of the embankment shall be secured as shown on the plans. Longitudinal and transverse joints of netting shall be overlapped and stapled as shown on the plans. Staples shall be driven perpendicular to the netting such that the top of the staple is flush with the ground surface. Stapling pattern shall be located and spaced as shown on the plans.

A slope board or similar device shall be used during embankment construction to attain the specified slope plane.

MEASUREMENT AND PAYMENT

The quantity of erosion control (netting) will be determined by the square meter from actual measurement of the area covered by the erosion control netting.

The contract price paid per square meter for erosion control (netting) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing erosion control netting, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.20 TEMPORARY SOIL STABILIZER (SOLIDS)

Temporary soil stabilizer (solids) shall be applied in conformance with these special provisions.

Temporary soil stabilizer shall consist of applying a mixture of processed gypsum plaster, color hardener, fiber, and water to embankment slopes and all disturbed areas as directed by the Engineer.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these special provisions.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following requirements for soil stabilizers:

Stabilizing Emulsion (Solids)

- A. Stabilizing emulsion (solids) shall consist of a gypsum plaster processed into a dry, ground powder of calcium sulfate hemi-hydrate. Plaster shall be furnished either in bags or bulk. Plaster that has set into a lumpy or caked condition prior to use shall be rejected.
- B. Stabilizing emulsion (solids) material shall be formulated specifically for use in erosion control and soil stabilization. Emulsion (solids) material shall be non-corrosive and shall be a water-soluble emulsion that, upon application, cures to a water insoluble binding and cementing agent.

Color Hardener

- A. Coloring material shall consist of a processed powdered cementitious hardener with a muted green color conforming to ASTM C 979.

APPLICATION

Temporary soil stabilizers shall be applied as follows:

- A. The application shall consist of applying the following mixture in the proportions indicated with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope measurement)
Fiber	842
Stabilizing emulsion (solids)	6736
Color Hardener (solids)	53.5

- B. The dilution of stabilizing emulsion (solids) to water (liter) per hectare shall be as required to facilitate even application of material. Several applications may be required to apply all specified materials. Stabilizing emulsion (solids) and Color hardener (solids) shall be added to the water and fiber mixture in the tank.
- C. Stabilizers shall not be applied to areas with standing water.
- D. The application of soil stabilizer shall be applied in a down slope direction to provide uniform coverage when possible. Application of material shall be performed during dry weather with a minimum of 8 hours of dry weather predicted following application prior to any anticipated rain.
- E. Due to the cementitious nature of the stabilizing emulsion (solids) and color hardener, application of the soil stabilizer be performed continuously without interruption to prevent setting up of the material. All equipment used to apply soil stabilizer shall be flushed immediately following application and cleaned thoroughly as soon as possible as recommended by the manufacturer.
- F. Any areas disturbed or displaced by construction operations or equipment following application shall be replaced by the Contractor at no cost to the State.

MEASUREMENT AND PAYMENT

Full compensation for temporary soil stabilizer (solids) shall be considered as included in the contract lump sum price paid for Water Pollution Control and no separate payment will be made therefor.

10-1.21 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (Type D) work shall consist of applying erosion control materials to embankment slopes flatter than 1:2 and other areas disturbed by construction activities not designated for other erosion control treatments. Erosion control (Type D) shall be applied during the period starting September 1 and ending October 31; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before September 1, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Trifolium incarnatum (Crimson Clover)	60	18.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Bromus mollis (Blando Brome)	60	18.0
Vulpia myuros 'Zorro' (Zorro Fescue)	60	5.0
Hordeum vulgare 'UC 603' (Cereal Barley)	60	60.0

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the date of harvest and the name, address and telephone number of the grower.
 Straw shall be derived from wheat or barley.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen. The moisture content of the compost shall not exceed 35 percent. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Compost will be tested for maturity and stability with a solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Stabilizing emulsion shall be nonflammable and shall have an effective life of at least one year.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive derivative of *Plantago insularis* used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 3 separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 30 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	170
Legume Seed	18.0
Non- Legume Seed	83.0
Compost	400

- B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.
 C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	170
Compost	400
Stabilizing Emulsion (Solids)	135

- D. The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

The contract price paid per kilogram for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.22 FABRIC COVER (EROSION CONTROL)

Fabric cover (erosion control) shall conform to the details shown on the plans and these special provisions. Fabric cover (erosion control) shall be placed on all embankment slopes greater than 1:2 not designated for erosion control netting and areas as directed by the Engineer.

MATERIALS

Materials shall conform to the following for fabric sheeting:

The fabric shall be a minimum 115 g/m² slit film woven fabric made of monofilaments of polypropylene. The fabric shall be non biodegradable, resistant to sunlight deterioration, inert to most soil chemicals and furnished with sealed edges on all sides to prevent unraveling. The fabric shall also conform to the following:

Properties	
Grab tensile strength	0.85-0.95 kn
Elongation at break (minimum)	15%

Steel Anchors

Steel anchors for fabric sheeting netting shall be fabricated from number 13 metric steel reinforcing bar and shall be J-shaped with a 450-mm leg and 150-mm crown.

Wooden Lath Restraints

Wooden lath restraints shall conform to the provisions in Section 20-2.12 'Lumber' of the Standard Specifications and shall be fir or pine with minimum dimensions of 38mm by 89mm by 2.4m.

INSTALLATION

Fabric sheeting shall be placed and anchored as shown on the plans. Abutting edges shall overlap a minimum of 1.0m and shall be anchored using wooden lath restraints and steel anchors. A weight such as rock bags shall be placed between the overlap area at a maximum spacing of 2.4m. Anchoring fabric cover (erosion control) by using wooden lath restraints and steel anchors may be allowed instead of rock bags as determined by the Engineer. The Contractor shall submit details for any alternative anchoring system to the Engineer for approval prior to installation. Non-abutting edges shall be embedded a minimum of 150 mm in native soil.

Fabric cover (erosion control) damaged as a result of the Contractors operations shall be replaced by the Contractor at his expense.

MEASUREMENT AND PAYMENT

The contract unit price paid per square meter for fabric cover (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in fabric cover (erosion control), complete in place, including anchoring, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.23 TEMPORARY ENTRANCE/EXIT

Temporary entrance/exit and clean out sump shall conform to the details shown on the plans and these special provisions. The minimum quantity of temporary entrance/exit entrance/exit required for this project shall be 4.

Temporary entrance/exit (Type 1 or 2) shall be furnished, installed, maintained and removed at the locations shown on the plans.

The Contractor shall provide as many temporary construction entrance/exits and clean out sumps as required for the duration of the contract. Attention is directed to "Water Pollution Control" elsewhere in these special provisions.

The Contractor shall use temporary entrance/exit as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary entrance/exit in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS.—Materials shall conform the following:

- A. **Subgrade Enhancement Fabric.**--Subgrade enhancement fabric shall be placed where shown on the plans and at locations designated by the Engineer in accordance with this special provision.

Subgrade enhancement fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Subgrade enhancement fabric shall be, at the option of the contractor, either a woven filament or nonwoven type fabric conforming to the following:

	Woven	Non-Woven
Weight, grams per Square Meter, Min. ASTM Designation: D3776	205	205
Grab Tensile Strength, Newtons (N), Min. ASTM Designation: D4632	890	800
Tensile Strength at 10% Elongation, N, Min. ASTM Designation: D4632	490	--
Elongation at Break, Percent, Max. ASTM Designation: D4632	35 Max.	50 Min.

Subgrade enhancement fabric shall be furnished in an appropriate protective cover which shall protect it from ultraviolet radiation and from abrasion due to shipping and handling, and shall remain in said cover until installation. Subgrade enhancement fabric shall be accompanied by a Certificate of Compliance conforming to the provision in Section 6-1.07, "Certificate of Compliance" of the Standard Specifications.

- C. **Aggregate.**--Aggregate shall be uniformly graded angular rock or cobble ranging in size from 76.2mm-180mm. Rock shall be clean and free of organic matter and shall conform to the provisions in Section 26, "Aggregate Base," of the Standard Specifications and these special provisions.
- D. **Steel Corrugated Panels.**--Manufactured steel corrugated panels with raised bars shall be provided in individual sections. Steel plate and raised bars shall be a minimum 12.7mm thick. Bars shall be a minimum of 38.1mm in height and shall be uniformly distributed 190.5mm apart longitudinally throughout the full section of each panel. Raised bars shall be welded to the bottom plate and approximately 12.7mm thick at the base and tapering to 6.35mm thick at the top of the bar. Each panel shall have a nominal dimension of 3m X 2.43m with an approximate weight of 1454 kg for each panel. Each end of the panel shall have a slot or hooked section to facilitate coupling at the ends.

INSTALLATION

Temporary entrance/exit and clean out sump shall be installed as shown on the plans and as follows:

- A. Prior to placing the subgrade enhancement, the areas shall be cleared of all trash and debris. Weeds shall be removed to the ground level. Cleared trash, debris, and removed weeds shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.
- B. Subgrade enhancement fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally along the alignment, pulled taut to form a tight wrinkle-free mat. The subgrade to receive the fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified in Section 25-1.03, "Subgrade", of the Standard Specifications and these special provisions and shall be free of loose or extraneous material and sharp objects that may damage the fabric during the installation.

Adjacent borders of the fabric shall be overlapped a minimum of 450 mm.

The amount of subgrade enhancement fabric placed shall be limited to that which can be covered with aggregate material within 72 hours.

Aggregate material to be placed directly over the subgrade enhancement fabric shall be spread in the direction of fabric overlaps. Stockpiling of materials directly on the subgrade enhancement fabric is not allowed. Once a sufficient working platform has been constructed, all remaining materials shall be uniformly placed and spread with 1:4 (V:H) tapers at the perimeter edges of the temporary entrance/exit where it conforms to existing roadway and in accordance with the applicable sections of the special provisions and the Standard Specifications.

During spreading of the aggregate material, vehicles or equipment shall not be driven directly on the fabric. A sufficient thickness of material shall be maintained between the fabric and the equipment to prevent damage to the

fabric. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

Should the fabric be damaged during placing, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. Said piece of fabric shall be large enough to cover the damaged area and provide a minimum 900 mm overlay on all edges.

Steel corrugated panels shall be installed as shown on the plans. A minimum of 3 panel sections coupled to one another is required at each temporary entrance/exit. Prior to installing panels, the ground surface shall be cleared of all debris which may prevent uniform contact with the ground surface.

A clean out sump shall be installed as shown on the plans and located within 6m of the entrance/exit facility. The sump shall be sized sufficiently to hold soil removed from the surfacing of the entrance /exit facility in order to maintain efficiency.

MAINTENANCE

The Contractor shall maintain the temporary entrance/exit and clean out sump throughout the contract period. The Contractor shall prevent displacement or migration of the aggregate surfacing or metal track panels. Any significant depressions, as determined by the Engineer, which form due to settling or heavy traffic shall be repaired by the Contractor.

Sediment and soil built up in the temporary entrance/exit surface which compromises the efficiency for sediment and soil removing capability shall be removed as necessary or as determined by the Engineer. Removal and disposal of sediment and soils from the entrance/exit and the clean out sump shall be the responsibility of the Contractor.

Once the temporary entrance/exit and clean out sump is no longer needed, the aggregate, subgrade enhancement fabric and any soil and sediments shall be removed and disposed of as provided for in Section 7-1.13 'Disposal of Material Outside of the Highway Right of Way' of the Standard Specifications. Following removal of the temporary entrance/exit and clean out sump, the areas shall be graded smooth and compacted to conform with adjacent areas.

PAYMENT

Full compensation for temporary entrance/exit, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, maintaining-and removing temporary entrance/exit and clean out sump, complete in place, including transporting and disposing of soil and sediments removed from temporary entrance/exit and any incidental grading required to grade and compact areas within the limits of temporary entrance/exit and clean out sump as shown on the plans, as specified in these special provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for Water Pollution Control and no separate payment will be made therefor.

10-1.24 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.

Temporary fence (Type ESA) shall be located so that it will be obvious to heavy equipment operators.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein. Fabric used for Temporary fence (Type ESA) shall also conform to the following:

Material:	Polypropylene or Polyethylene
Color:	Orange
Mesh opening:	50 mm x 50 mm
UV Resistance:	Fully Stabilized
Fabric Width, min.:	1.22 m

Posts shall be either metal or wood at the Contractor's option, and shall be suitable for the purpose intended. Metal posts shall have a minimum diameter of 21.5 mm x 1600 mm in length. Wood posts shall be fir or pine and shall be a minimum of 25 mm x 50 mm x 1600 mm in length. Posts shall be driven into the soil a minimum of 400 mm. Post spacing shall be adequate to completely support the fence fabric in an upright position.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for posts will not be required.

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

PAYMENT

Full compensation for temporary fence (Type ESA) shall be considered as included in the contract lump sum price paid for Clearing and Grubbing and no separate payment will be made therefor.

10-1.25 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Embankment slopes shall be finished in accordance with Section 19-2.05 'Slopes' of the Standard Specifications and shall be finished by running track laying or compaction equipment perpendicular to the slope contours. Several passes may be required to consolidate the slope face to achieve 90 % relative compaction. Water shall be used to facilitate compaction, but the application of water shall not result in any runoff being generated that will cause erosion. Finishing of embankment slopes where geosynthetic reinforcement and erosion control netting is proposed, as shown on the plans, shall be performed as the slope is constructed.

Full compensation for finishing roadway shall be considered as included in the contract price paid per cubic meter for Imported Borrow and no separate payment will be made therefor.

10-1.26 CORRUGATED METAL PIPE

Corrugated steel pipe culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

10-1.27 OVERSIDE DRAIN

Anchor assemblies, and corrugated steel pipe downdrains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications .

10-1.28 CHAIN LINK FENCE

Chain link fence shall be Type CL-1.8 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications.

10-1.29 CONCRETE BARRIER (TYPE K)

Concrete barrier (Type K) shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Concrete barrier (Type K) shall consist of precast units conforming to the provisions for temporary railing (Type K) in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications, except that removable panels shall not be used and the concrete barrier (Type K) shall remain in place at the completion of the contract.

Temporary railing (Type K) reflectors on concrete barrier (Type K) shall conform to the provisions in "Approved Traffic Products" of these special provisions.

Full compensation for furnishing and installing temporary railing (Type K) reflectors on concrete barrier (Type K) shall be considered as included in the contract price paid per meter for concrete barrier (Type K) and no additional compensation will be allowed therefor.

10-1.30 CRASH CUSHION, SAND FILLED

Sand filled crash cushions shall be furnished and installed as shown on the plans and in conformance with these special provisions.

A sand filled crash cushion shall consist of a grouping of sand filled modules.

Crash cushions shall be installed at the locations shown on the plans

At the Contractor's option, modules for use in sand filled crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.

- A. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
- B. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.

- A. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
- B. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

TraFFix Sand Barrels, manufactured by TraFFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone (949) 361-5663, FAX (949) 361-9205.

- A. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone (408) 287-4303, FAX (408) 287-1929.
- B. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX (805) 929-5786.

Modules contained in the crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color as furnished by the vendor, with black lids. The exterior components of the modules shall be formulated or processed to resist deterioration from ambient ultraviolet rays. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushions comply with the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water, as determined by California Test 226.

Module cylinders shall be filled with sand in conformance with the manufacturer's directions and to the sand capacity in kilograms for each module shown on the plans.

Lids shall be securely attached as recommended by the manufacturer.

A Type P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods approved by the Engineer.

Sand filled crash cushions, regardless of the number of modules required in each sand filled crash cushion, will be measured and paid for by the unit as crash cushion, sand filled. The quantity to be paid for will be determined from actual count of the units in place in the completed work.

The contract unit price paid for crash cushion, sand filled shall include full compensation for furnishing all labor, materials (including sand and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing crash cushions, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2). Marketing and sales _____

(3). Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which

he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased

from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the

following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection

Contract No. 04-285514

with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA:	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175	Eureka, CA	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA CA Kern.	19.1
	2840 Fresno, CA CA Fresno.	26.1
	Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange.	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
	6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA. CA San Diego.	16.9
	Non-SMSA Counties CA Imperial.	18.2

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.